was delivered to the bank and the principal drew more money. *Held*, a mere offer of guaranty requiring notice of acceptance by the bank to bind the guarantors.

Although some of the rules relating to acceptance of guaranty are fairly well settled, there is a great diversity of opinion as to their application to special circumstances. Two good reasons are advanced for requiring such notification: First, that the so-called guaranty is a mere proposition and the contract is not complete until the minds of the parties have met through acceptance; second, that the party making the offer is entitled to know his responsibility. *Edmonston* v. *Drake*, 5 Pet. 624. *Davis* v. *Wells*, 104 U. S. 159. *Contra*, *Douglas* v. *Howland*, 24 Wend. 35. Chief Justice Marshall has held that notice must be given the guarantor even though his promise be absolute in its terms. *Russel* v. *Clarke's Exrs.*, 7 Cranch 69. See also *Craft* v. *Isham*, 13 Conn. 28. *Contra*, *Paige* v. *Parker*, 8 Gray 211. *Whitney et al* v. *Groot*, 24 Wend. 82. In the present case the Court endorsed the authoritative rule announced by Justice Grey in *Machine Co.* v. *Richards*, 115 U. S. 524, and required a notification of acceptance.

HAWKERS AND PEDDLERS—RIGHTS OF ALIENS—EQUAL PROTECTION OF LAW—CONSTITUTIONAL LAW—STATE V. MONTGOMERY, 47 Atl. 165 (Me.).—Respondent, a citizen of the United States, was found guilty of peddling certain classes of goods without a license, in violation of a statute of the State of Maine, which provides that the "secretary of state shall grant a license" for peddling "to any citizen of the United States * * * but such license shall be granted to no other person." *Held*, that the statute is opposed to the Fourteenth Amendment to the Federal Constitution.

From the wording of the statute it follows that an alien cannot obtain a license to peddle. But it has been held repeatedly that an alien comes within the meaning of "person" in the Fourteenth Amendment, and therefore cannot be denied the "equal protection of the law." *Yick Wo* v. *Hopkins*, 118 U. S. 356; *Ry.* v. *Ellis*, 165 U. S. 150. (*Cooley on Const. Lim.*, sixth ed., page 213.)

INTOXICATING LIQUORS—MUNICIPAL ORDINANCES—LICENSE FEES—BOARD OF COUNCIL OF HARRODSBURG V. RENFRO, 58 S. W. 795.—By a city ordinance a license fee of $600 was fixed for selling liquor on any street with the exception of Main street. The fee on this street was placed at $900. *Held*, that such an ordinance was invalid to the extent that it discriminated against the liquor business conducted on Main street.

The invalidity of such an ordinance is based upon the fact that it is an example of special and local legislation. The powers granted to a municipal corporation are specially enumerated and no powers are to be implied which are not thus enumerated. *Somerville* v. *Dickerman*, 127 Mass. 272. *Francis* v. *Troy*, 74 N. Y. 338. The legislature itself could clearly not be allowed to exercise a power so unequal and discriminating, and thus a double reason why such a power should not be presumed.

LANDLORD AND TENANT—ANDERSON V. STEINREICH, 66 N. Y. Sup. 498.—Where a landlord, the defendant, gave plaintiff a suite of rooms and a certain monthly sum for services rendered by plaintiff, *held*, the relation of landlord and tenant did not exist.

In the present case the fact that the services rendered by plaintiff were performed in the same building in which her services were rendered as janitress, was held by the Court to constitute the entire relationship into one of master and servant. *White* v. *Sprague*, 9 N. Y. St. Rep. 220.